earnings notwithstanding his handicapped appearance which he did succeed in doing until he felt before the trial for reasons unknown. He does not seem to have done too badly in all the circumstances and his prospects of doing better are always there and, so far as I can see, he can work beyond the age of 40 years if he does not obtain pensionable employment with one employer. If by temperament he is a rolling stone he may not have lasted very long with the R.A.F. and he must, if that is so, consider himself a fortunate young man.

In all the circumstances, an award of about £7 per week until he reached the age of 60 years would, in my judgment, be far from unfair. This would give him 34 years' purchase at approximately $160 per month which will, because he will receive the full amount now, necessarily be less (according to the Murphy tables which the Courts have been using for a very long time) than the sum reached by multiplying the average monthly loss by the total number of months in 34 years. I would accordingly award him $31,084.80 for future loss of earnings.

I might add that, although Special Damages in respect of past loss of earnings have been agreed at $19,842.35, this figure, in my opinion, is on the generous side."

The appellant contends that the award of $31,084.80 for loss of future earnings is totally erroneous and far too low. The only argument advanced before us which we consider may have some substance is the argument that Winslow J., failed to give sufficient consideration to and make due allowance for the pension which the appellant would have received at the age of 40 (after 22 years service) had he remained in the R.A.F. and failed to give any consideration to the gratuity which the appellant would have received upon leaving the R.A.F. The evidence of Miss Anderson from the R.A.F. Support Unit assumed that the appellant would serve for 22 years until 1989 and at the end of such service receive a pension for life of £1,286 *i.e.* £7,935 per annum on the further assumption that he would be then holding the rank of Chief Technician (Exhibit P3) and would also be entitled to a gratuity of £3,858 or $23,803.86.

In our opinion, the evidence justifies the findings of and the various contingencies which Winslow J., took into consideration in determining that "an award of about £7 per week until he reaches the age of 60 years would be ... far from unfair." It follows, in our judgment that the possibility of the appellant remaining in the R.A.F. for 22 years when he would then be 40 years of age and holding the rank of Chief Technician on retirement with pension was clearly taken into consideration by Winslow J., in arriving at the figure of £7 per week until the age of 60. For the same reason we are of the opinion that Winslow J., took into consideration the gratuity that the appellant would have received had he continued to serve for 22 years in the R.A.F.

It must be remembered that it was for the appellant to prove his loss of future earnings. On the evidence from March 1, 1971, almost one year after the accident, he was fully employable in similar work and at the date of the trial of the action was employable at similar rates with comparable qualifications. He had, as special damages, been fully compensated for his loss of earnings up to the date of the trial. He was as Winslow J., put it "a rolling stone" shifting from one job to another. From March 1971 to August 1975 he had not taken a single examination to obtain a better technical qualification. Taking all these matters into consideration we are quite satisfied that the award by Winslow J., of $31,084.80 for loss of future earnings is adequate and not a wholly erroneous estimate. For all these reasons, the appeal is dismissed with costs.

Appeal dismissed.

Solicitors: *Hilborne & Co.; Murphy & Dunbar.*

LIM TOW PENG & ANOR. v. SINGAPORE BUS SERVICES LTD.

[C.A. (Wee Chong Jin C.J., Choor Singh and Kulasekaram JJ.) April 20, 1976]
[Singapore — Civil Appeal No. 54 of 1975]

Industrial Law — Employer and employee — Termination of services for misconduct — No hearing given — Application for declaration — Employment Act (Cap. 122), s. 14.

The appellants were informed that their services had been terminated "after due investigation into their misconduct". In fact no enquiry was made on the appellants of any alleged misconduct on their part nor were they told of the nature of any alleged misconduct on their parts. They were not given any opportunity to be heard concerning any alleged misconduct on their part. The appellants claimed a declaration that their purported dismissal by the respondents was inoperative, null and void and alternatively for damages. At the trial it was conceded that the dismissal of the appellants was wrongful and that the respondents were liable to pay such damages as the court may assess. The learned trial judge held that the appellants were entitled to damages but he refused to make the declaratory order sought by the appellants. The appellants appealed.

Held, dismissing the appeal: (1) the provisions of section 14 of the Employment Act are not mandatory. An employer is not obliged to comply with section 14 but if he disregards section 14 and dismisses an employee without an enquiry, as in this case, the dismissal can be enquired into and reinstatement with full pay ordered by the Minister. But no other right is given by section 14. The effect of the section is that a dismissal without notice before due enquiry is wrongful and not that it is ineffective or null and void;

(2) in this case the trial judge came to a right decision in rejecting the appellant's claim for a declaratory order.

Cases referred to:-

(1) *Vine* v. *National Labour Board* [1957] A.C. 488.

(2) *Ridge* v. *Baldwin* [1964] A.C. 40, 65.

(3) *Vine* v. *National Labour Board* [1956] 1 All E.R. 1 at p. 9-10.

(4) *Vine* v. *National Labour Board* [1956] 3 All E.R. 939, 946.

(5) *Francis* v. *Municipal Councillors of Kuala Lumpur* [1962] M.L.J. 407, 410.

(6) *University Council of Vidyodaya University of Ceylon* v. *Silva* [1965] 1 W.L.R. 77, 79.

(7) *Vasudevan Pillai & Anor.* v. *The City Council of Singapore* [1968] 2 M.L.J. 16, 20.

COURT OF APPEAL.

J.B. Jeyaretnam for the appellants.

Tan Kok Quan for the respondents.

Choor Singh J. (delivering the judgment of the Court): The point of law determinative of this appeal from a judgment of the High Court is a short one, namely, what is the effect of section 14 of the Employment Act on a contract of service?

The facts of this case are not in dispute and are these. The appellants were employed by the respondents; the first appellant as a bus driver and the second appellant as a time-keeper. By letters dated December 19, 1973 both appellants were informed by the respondents that their services were suspended with effect from December 21, 1973. They were not informed of the reason for the said suspension nor of any alleged misconduct on their part. By letters dated February 2, 1974 both appellants were informed by the respondents that their services were terminated "after due investigation into your misconduct."

No enquiry at all was made from the appellants of any alleged misconduct on their part nor were they told of the nature of any alleged misconduct on their part. They were not given any opportunity to be heard concerning any alleged misconduct on their part. The appellants issued their writ in these proceedings on May 16, 1974 and claimed: —

(1) a declaration that their purported dismissal by the respondents was inoperative, null and void;

(2) an account of all sums due to them for wages from December 21, 1973 and an order for payment of such sum as was found due from the taking of the accounts;

(3) alternatively, damages for wrongful dismissal.

The respondents in their defence denied liability and alleged that the plaintiffs were guilty of misconduct in the course of their employment in that on or about December 24, 1973 the appellants assaulted the family and person of a time-keeper in the employment of the respondents; that the misconduct was so grave as to threaten the smooth running of the whole of the respondents' transport system and that the respondents therefore discharged the plaintiffs from their services on December 19, 1973.

At the commencement of the trial before D'Cotta J., counsel for the respondents conceded that the dismissal of the appellants was wrongful and that the respondents were liable to pay and were willing to pay such damages as the court may assess. Counsel having conceded that the termination of the appellants' services was wrongful, no evidence was recorded.

Counsel for the appellants submitted that the appellants were entitled to the declaration which they sought and that damages would be an inadequate remedy in the circumstances of this case. Counsel relied on the provisions of section 14(1) of the Employment Act. Counsel submitted that the respondents were in breach of section 14(1) of the Employment Act and that where there is a breach of a statutory provision the court will exercise its discretion in favour of the employee and grant a declaratory order.

D'Cotta J., held that the plaintiffs were entitled to damages for wrongful dismissal and he awarded the first plaintiff $632.40 and the second plaintiff $505. He refused to make the declaratory order sought by the appellants. He gave the following reasons for refusing to make the declaratory order:—

"This question of granting a declaration is a discretionary one. It was considered in a number of cases: *In re Staples*, [1916] 1 Ch. p. 322 it was held that it should be exercised sparingly; 'with great care and jealousy' — *Austen* v. *Collins*, 54 L.T. p. 903; 'with extreme caution' — *Faber* v. *Gosworth*, U.D.C. SS L.T. p. 549. Suffice to say this discretion should be most carefully and jealously exercised."

After dealing with the facts in *Vine* v. *National Dock Labour Board*,[1] he continued: —

"In the present case the plaintiffs were employed as bus driver and time-keeper respectively by the defendants and it was open to them to seek and obtain employment in the same or another line of work with another employer. Furthermore, a declaration as sought for in the present case would inevitably amount to or involve specific performance of the plaintiffs' contract of service which as a general principle of law the courts will not do. In addition, there were no special circumstances to warrant the court exercising its discretion in the plaintiffs' favour.

In my view the circumstances of the present case are not comparable with those of *Vine's* case and are not such as to make it proper to give an order for a declaration. In the circumstances I make no order on the application."

Before us, counsel for the appellants repeated the submissions he made before the trial judge. As this appeal turns entirely on the meaning and effect of the provisions of section 14(1) of the Employment Act, it is necessary, at this stage, to look at that section and also at the other relevant sections of Part II of the Employment Act, which part deals with contracts of service:—

"8. Every term of a contract of service whether made before or after the date of the coming into operation of this Act which provides a condition of service which is less favourable to an employee than any of the conditions of service prescribed by this Act shall be illegal, null and void to the extent that it is so less favourable.

9.—(1) A contract of service for a specified piece of work or for a specified period of time shall, unless otherwise terminated in accordance with the provisions of this Part, terminate when the work specified in such contract is completed or the period of time for which such contract was made has expired.

(2) A contract of service for an unspecified period of time shall be deemed to run until terminated by either party in accordance with the provisions of this Part.

10.—(1) Either party to a contract of service may at any time give to the other party notice of his intention to terminate such contract of service.

(2) The length of such notice shall be the same for both employer and employee and shall be determined by any provision made for such notice in the terms of the contract of service, or, in the absence of such provision, shall be in accordance with the provisions of subsection (3) of this section.

(3) The notice to terminate the service of a person who is employed under a contract of service shall be not less than —

(a) one day's notice if he has been so employed for less than twenty-six weeks;

(b) one week's notice if he has been so employed for twenty-six weeks or more but less than two years;

(c) two weeks' notice if he has been so employed for two years or more but less than five years; and

(d) four weeks' notice if he has been so employed for five years or more:

Provided that the provisions of this section shall not be taken to prevent either party from waiving his right to notice on any occasion.

(4) Such notice shall be written and may be given at any time and the day on which the notice is given shall be included in the period of the notice.

11.—(1) Either party to a contract of service may terminate such contract of service without notice or, if notice has already been given in accordance with section 10 of this Act, without waiting for the expiry of that notice, by paying to the other party a sum equal to the amount of salary which would have accrued to the employee during the term of such notice.

(2) Either party to a contract of service may terminate such contract of service without notice in the event of any wilful breach by the other party of a condition of the contract of service.

12. Notwithstanding anything contained in any other written law a person below the age of twenty-one years shall, subject to the provisions of this Act, be competent to enter into a contract of service.

Provided that no contract of service as an employee shall be enforceable against such person and no damages or indemnity shall be recoverable from such person in respect of such contract of service unless it is for his benefit.

13.—(1) An employer shall be deemed to have broken his contract of service with the employee if he fails to pay salary in accordance with Part III of this Act.

(2) An employee shall be deemed to have broken his contract of service with the employee if he has been continuously absent from work for more than two days —

(a) without prior leave from his employer or without reasonable excuse; or

(b) without informing or attempting to inform his employer of the excuse of such absence.

14.—(1) An employer may after due inquiry dismiss without notice an employee employed by him on the grounds of misconduct inconsistent with the fulfilment of the express or implied conditions of his service except that instead of dismissing an employee an employer may —

(a) instantly down-grade the employee; or

(b) instantly suspend him from work without payment of salary for a period not exceeding one week.

(2) Notwithstanding the provisions of subsection (1) of this section, where an employee considers that he has been dismissed without just cause or excuse by his employer, he may, within one month of such dismissal, make representations in writing to the Minister to be reinstated in his former employment.

(3) The Minister may, before making a decision on any such representations, by writing under his hand request the Commissioner to inquire into the dismissal and report whether in his opinion the dismissal is without just cause or excuse.

(4) If, after considering the report made by the Commissioner under subsection (3) of this section, the Minister is satisfied that the employee has been dismissed without just cause or excuse, he may, notwithstanding any rule of law or agreement to the contrary, —

(a) direct the employer to reinstate the employee in his former employment and to pay the employee an amount that is equivalent to the wages that the employee would have earned had he had not been dismissed by the employer; or

(b) direct the employer to pay such amount of wages as compensation as may be determined by the Minister,

and the employer shall comply with the Minister's direction.

(5) The decision of the Minister on any representation made under this section shall be final and conclusive and shall not be challenged in any court.

(6) Any direction of the Minister under subsection (4) of this section shall operate as a bar to any action for damages by the employee in any court in respect of the wrongful dismissal.

(7) An employer who fails to comply with the direction of the Minister under subsection (4) of this section shall be guilty of an offence and shall be liable on conviction by a District Court to imprisonment for a term not exceeding twelve months or to a fine not exceeding five thousand dollars or to both such imprisonment and fine.

(8) For the purpose of an inquiry under subsection (1) of this section, the employer may suspend the employee from work for a period not exceeding one week but shall pay him not less than half his salary for such period:

Provided that if the inquiry does not disclose any misconduct on the part of the employee the employer shall forthwith restore to the employee the full amount of salary so withheld.

15. An employee may terminate his contract of service with his employer without notice where he or his dependants are immediately threatened by danger to the person by violence or disease such as the employee did not by his contract of service undertake to run.

16. Subject to anything in the contract of service to the contrary the party who breaks the contract of service shall be liable to pay to the other party a sum equal to the amount he would have been liable to pay under the provisions of section 11 of this Act had he terminated such contract of service without or with insufficient notice."

Now, the general rule as between employer and employee is perfectly clear and was stated by Lord Reid in the case of *Ridge* v. *Baldwin*,[2] at page 65: —

"... The law regarding master and servant is not in doubt. There cannot be specific performance of a contract of service, and the master can terminate the contract with his servant at any time and for any reason or for none. But if he does so in a manner not warranted by the contract he must pay damages for breach of contract. So the question in a pure case of master and servant does not at all depend on whether the master has heard the servant in his own defence: it depends on whether the facts emerging at the trial prove breach of contract. But this kind of case can resemble dismissal from an office where the body employing the man is under some statutory or other restriction as to the kind of contract which it can make with its servants, or the grounds on which it can dismiss them...."

The question for determination in this case is whether any of the provisions of the Employment Act has altered the common law and placed any statutory restriction on the master's right to terminate the contract with his servant at any time for any reason or for none.

Counsel for the appellants submitted that with the enactment of Part II of the Employment Act, the common law had been superseded and had no place in Singapore; that there are two modes prescribed for the termination of service; that it was open to the respondents to have proceeded under section 10 by giving the required notice; that the respondents purported to proceed under section 14; that as they did not hold an enquiry, they were in breach of section 14; that if no enquiry is held under section 14, the dismissal is invalid and the contract of service subsists; that the appellants' claim was not under the common law but under section 14 to enforce a statutory right; that when a statute has enacted a provision relating to master and servant, that provision must be strictly complied with and that when it is violated, as in this case, the employee is entitled to a Declaratory Order. Counsel conceded that such an order is discretionary but claimed that it is granted in cases:

(1) where there is non-compliance with statutory provisions conferring a benefit on the employee;

(2) where damages are an inadequate remedy; and

(3) where there is such a fundamental disregard of the rules of natural justice that it is a proper case for a Declaratory Order.

Counsel for the appellants cited a number of authorities but relied mainly on the decision in *Vine* v. *National Dock Labour Board*[3] and in particular on the following passages in the judgment of Jenkins L.J., in the Court of Appeal, ([1956] 1 All E.R. 1 at page 9): —

"... The conditions stated in clause 17(1) were not fulfilled, and as I see it, in the eye of the law, he must be considered as having continued in the employment of the national board

as the scheme said he was to continue. What objection is there? Why should it be wrong, those being the plaintiff's rights, for the court to make a declaration to the effect that his purported dismissal was *ultra vires* and invalid if in law he is to be regarded as still in the employment of the national board? Why should he not be entitled to have his rights vindicated and made known to the world by a declaration? For my part I can see no reason...."

and at page 10: —

"...It is said that damages would be an adequate remedy for the wrong which the plaintiff has suffered. Speaking for myself, I cannot follow that. Here is a man who has been employed in the docks as a dock worker for thirty years or more. It was his life's work; it was a trade which he had pursued from boyhood. Why should he be removed from that employment if he wishes to continue in it? Why should it not be a consideration, in deciding whether damages are an adequate remedy or not, that a man prefers one way of life to another? I can see no reason for holding that damages here are necessarily an adequate remedy. On the other hand a declaration would necessarily be an adequate remedy for by definition, it would exactly fit the legal rights of the parties. The inconvenience of a declaration in a case of this sort can, I apprehend, be exaggerated...."

These passages found approval in the House of Lords,(4) [1956] 3 All E.R. 939), Lord Morton, observing, at page 946: —

"...My Lords, I hope I shall not be thought wanting in respect to the judgments of the majority of the Court of Appeal, with which I have so far agreed, if I say that, on this point, I find myself entirely in agreement with the judgment of Jenkins L.J. I am content to adopt, without qualification, everything that he said on the point, and I would only add this. If your Lordships agree with the views which I have stated, the result is that the purported dismissal of the plaintiff is a nullity. To give him an award of money, as the learned judge did, for the damage he suffered up to the date of the judgment, is only to give him part of the relief which he ought to have. The declaration granted by the learned judge was properly made in my view, so as to make it clear to all the world what was the plaintiff's position in the eyes of the law...."

The appellants' case was based mainly on the provisions of section 14 of the Employment Act. Put shortly, it was this; that the respondents having failed to comply with section 14, their breach of that section entitled the appellants to a Declaratory Order on the authority of *Vine's* case.

Section 14 in its present form came into effect on September 1, 1973 and it is quite obviously based, to some extent, on the "unfair dismissal" provisions of the Industrial Relations Act, 1971 of England, which has placed a statutory limitation on the employer's common law right to dismiss, whether by notice or for cause, which limitation has been described as the right of an employee to object to an "unfair dismissal." The provisions of the Industrial Relations Act 1971 are much more comprehensive than Part II of our Employment Act and it is unnecessary to consider them save to point out that even under that Act, an employee who considers that he has been unfairly dismissed has no right to go to court and ask for reinstatement but may present a complaint to an industrial tribunal. If the tribunal finds that the complaint is well founded and considers that it would be practicable and in accordance with equity for the complainant to be re-engaged by the employer, the tribunal may make a recommendation to that effect, stating the terms on which it considers that it would be reasonable for the complainant to be so engaged. Otherwise, if it thinks the claim well founded but does not make such a recommendation, or if the recommendation so made is not complied with, the tribunal makes an award of compensation. (Section 106 of the Industrial Relations Act, 1971).

It will be seen that the refusal of the ordinary courts under the common law specifically to enforce a contract of employment where the employment has been wrongfully terminated has been dealt with in England by the legislature in the remedies available for unfair dismissal under the Industrial Relations Act, 1971. And this refusal has also been dealt with by our legislature in the remedies now available in Singapore for unfair dismissal from employment under section 14 of the Employment Act. Under section 14, an employee who considers that he has been unfairly dismissed, may present a complaint to the Minister who has the power to direct the employer to reinstate the employee in his former employment. The section gives a dissatisfied employee the right to complain to the Minister. It is a right to object to an unfair dismissal. The section does not give him any other right. It does not confer on an employee any status. It does, of course, indirectly restrict the employer's right to dismiss in that the dismissal can be enquired into and overruled by the Minister if a complaint is made to him. And it gives the Minister, not the courts, the power to order reinstatement of the employee. In our judgment the provisions of section 14 are not mandatory. An employer is not obliged to comply with section 14 but if he disregards section 14 and dismisses an employee without an enquiry, as in this case, the dismissal can be enquired into and reinstatement with full pay ordered by the Minister whose decision cannot be challenged in any court. The effect of section 14 is that a dismissal without notice before due enquiry is wrongful and not that it is ineffective or null and void.

It is true that where a statute confers on a person a status, as in statutes regulating certain professions e.g. the Medical Registration Act, a person cannot be deprived of his status under the statute except by strict compliance with the deprivation provisions of the statute. The decision in *Vine's* case was of no help to the appellants because that case concerned status. Vine, a registered dock worker under the former dock labour scheme, came before a committee of his local dock labour board and was given seven days' notice of deregistration and so, effectively, of dismissal. His appeal to a tribunal set up under the scheme failed and he sought a declaration that the action of the committee was ultra vires and void on the ground that the local board had no power to delegate its disciplinary powers, granted by statute, to the committee. Viscount Kilmuir L.C., upholding this argument, embodied the two reasons for his decision to grant the declaration in the following passage: —

"...It follows from the fact that the plaintiff's dismissal was invalid, that his name was never validly removed from the register and he continued in the employ of the National Board. This is an entirely different situation from the ordinary master and servant case; there, if the master wrongfully dismisses the servant, either summarily or by giving insufficient notice, the employment is effectively terminated, albeit in breach of contract. Here, the removal of the plaintiff's name from the register being, in law, a nullity, he continued to have the right to be treated as a registered dock worker with all the benefits which, by statute, that status conferred on him."

It was urged before us that section 14 conferred a benefit on the appellants, the benefit of due enquiry before dismissal and as they had been deprived of that benefit, their dismissal was a nullity. As stated earlier, the provisions of section 14 are not mandatory. An employer may or may not proceed under section 14. The real benefit conferred on an employee by section 14 is the right to complain to the Minister and the power conferred on the Minister to order reinstatement regarding an unfair dismissal. The appellants in this case, for some undisclosed reason, chose not to exercise this right.

In our judgment the appellants' claim for a Declaratory Order based on the provisions of section 14 clearly failed. And a Declaratory Order, the effect of which would be reinstatement in employment, is rarely made under the common law. Lord Morris, delivering the judgment of the Privy Council in *Francis* v. *Municipal Councillors of Kuala Lumpur*,[5] said at page 410: —

"... In their Lordships' view when there has been a purported termination of a contract of service a declaration to the effect that the contract of service still subsists will rarely be made. This is a consequence of the general principle of law that the Courts will not grant specific performance of contracts of service. Special circumstances will be required before such a declaration is made and its making will normally be in the discretion of the Court..."

It was difficult to see what, if any, were the special circumstances in the appellants' case. They were just ordinary employees. They did not hold any office. There was no question of status or property rights. The common law rule applicable in such straightforward cases was stated by Lord Morris in *University Council of Vidyodaya University of Ceylon* v. *Silva*,[6] at page 79: —

"... If the Master rightfully ends the contract there can be no complaint; if the master wrongfully ends the contract then the servant can pursue a claim for damages.... In a straightforward case where a master employs a servant the latter is not regarded as the holder of an office and if the contract is terminated there are ordinarily no questions affecting status or involving property rights."

It was suggested that damages were not an adequate remedy in this case. This was clearly an untenable submission because when the appellants were dismissed, there was nothing to stop them obtaining similar employment elsewhere.

Finally, it was urged that as the appellants had been dismissed for misconduct without being given a hearing, there was a fundamental breach of the rules of natural justice. This submission was also untenable because as pointed out by the Privy Council in *Vasudevan Pillai & Anor.* v. *The City Council of Singapore*,[7] (1968) 2 M.L.J. 16 at page 20, "the relationship of master and servant or employer and employee gives rise to no application of the principle of *audi alteram partem* on dismissal."

In our judgment, the trial judge came to a right decision in rejecting the appellants' claim for a Declaratory Order. Accordingly their appeal failed and was dismissed.

Appeal dismissed.

Solicitors: *J. B. Jeyaretnam & Co.; Lee & Lee.*

IN RE AN APPLICATION BY N.H.E. NASSIM

[C.A. (Wee Chong Jin C.J., Kulasekaram and D'Cotta JJ.) April 21, 1976]

[Singapore — Civil Appeal No. 39 of 1975]

Administrative Law — Application for certiorari and prohibition — Appointment of assessors for hearing of a land acquisition appeal — Objection to assessors — Application for appointment of two other assessors dismissed by Commissioner of Appeals — Meaning of "assessor" — Allegation of bias — Land Acquisition Act (Cap. 272), s. 26.

This was an appeal from the decision of Winslow J. (*unte*, p. 97) dismissing an application by the applicant to quash the order of the Commissioner of Appeals who had dismissed an application for the selection of two other assessors to replace those objected against and to prohibit him from further proceeding in the appeal.

Held, dismissing the appeal: (1) the appointment of persons who have no special qualifications, expertise or knowledge of land values as assessors under the Land Acquisition Act is not in excess of jurisdiction;

(2) on the facts the objection against Mr. Charlie Chi Swan Chiang, one of the assessors selected by the Commissioner, was totally devoid of substance and even assuming special qualifications were necessary he seemed to possess them;

(3) on the evidence presented on behalf of the appellant, Mr. Goh Kee Song the other assessor selected, seemed to be sufficiently qualified to be capable of making a proper assessment and to assist the Commissioner;

(4) the allegations of fact relied on by the appellant were insufficient to warrant a finding that there would be a real likelihood or even a reasonable suspicion that Mr. Goh Kee Song would be biased when sitting as a member of the Appeals Board to hear the appellant's appeal against the award of the Collector. Nor would it appear to right-thinking people that there are solid grounds on the facts as alleged for suspecting that Mr. Goh Kee Song as a member of the Appeals Board may, however unconsciously, be biased.

COURT OF APPEAL.

P. Freeman Q.C. (*K. E. Hilborne* with him) for the appellant.

Warren Khoo for the Collector of Land Revenue, respondent.

Wee Chong Jin C.J. (delivering the judgment of the Court): The appellant, Nassim Hye Ezekiel Nassim, was the owner of approximately 53 acres of land prior to its acquisition in 1971 by the Government pursuant to the provisions of the Land Acquisition Act (Cap. 272) (hereinafter referred to as "the Act"). Pursuant to section 10 of the Act the Collector of Land Revenue made an award of $477,560 as compensation which in his opinion should be allowed for the acquired land. The appellant, being aggrieved by the award, appealed to the Appeals Board constituted under the Act.

Before we proceed to state the other relevant facts, it is convenient to set out the relevant sections of the Act. These are: —

"2.—(1) In this Act, unless the context otherwise requires — 'assessor' means a member of the panel of assessors appointed under the provisions of subsection (2) of section 26 of this Act;

'Board' means an Appeals Board constituted under the provisions of subsection (1) of section 19 of this Act;

'Collector' means any officer appointed by the President to be a Collector of Land Revenue or a Deputy Collector of Land Revenue;

'Commissioner' means a Commissioner of Appeals or a Deputy Commissioner of Appeals, appointed under the provisions of